

Garfield Windross  
15 Woodcliff Ct.  
Oakland, Ca 94605  
510-633-1436  
11/17/2008

Cc: Peggy G. Henson  
Lehman Brothers Bank FSB  
25520 Commercentre Dr Ste 150  
Lake Forest, CA 92630  
Phone 1-800-370-6357  
Fax: 949-614-4652

cc: Attorney General Office  
California Department of Justice  
Attn: Public Inquiry Unit  
Po Box 944255  
Sacramento, CA 94244-2550

Attn: Brian Shoichi Masumoto, Esq.  
The Office of the United States Trustee  
33 Whitehall Street  
21st Floor  
New York, NY 10004  
Phone: (212) 510-0500  
Fax: (212) 668-2255

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re

Chapter 11

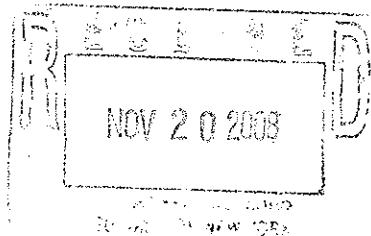
LEHMAN BROTHERS HOLDING INC, et al.,

Case No. 08-13555

(Jointly Administered)

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**OBJECTION TO DEFAULT DEMAND LETTER (EXHIBIT 1) FROM LEHMAN  
BROTHERS BANK, FSB DATED NOVEMBER 10, 2008.**

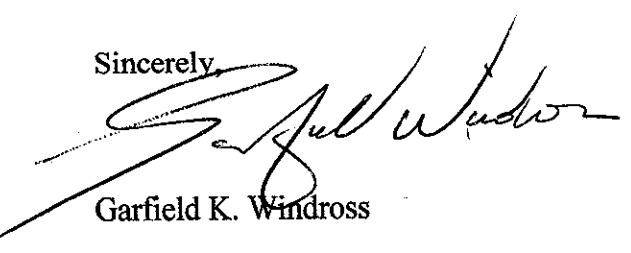


I, Garfield K. Windross hereby object to the Default Demand letter from Lehman Brothers Bank, FSB a wholly owned subsidiary of Lehman Brothers Holding Inc. on the grounds that:

- a) Information regarding my promissory note is incorrect and invalid.
- b) Lehman Brothers has not provided proof or documentation of promissory note ownership referred in the Demand Default letter (Exhibit 1).
- c) Proper documentation and credit of my monthly payment not provided for several months.
- d) On several occasion, Lehman Brothers has requested payment be deposited directly into their bank account and no proper accounting method was available for proof of payments credited to the proper account.

Dated: November 17, 2008

Sincerely,



Garfield K. Windross

**Exhibit 1**

# LEHMAN BROTHERS

November 10, 2008

## DEFAULT DEMAND

Garfield K. Windross  
15 Woodcliff Court  
Oakland, CA. 94605

CERTIFIED MAIL  
7007 0220 0001 8339 4037  
First Class Mail

Name: Garfield Windross  
Number: 0091898387  
Property: 8453- 8455 South Van Ness Avenue  
Inglewood, CA 90305

Dear MR. GARFIELD K WINDROSS,

The promissory note dated Sep 01, 2008 in the original amount of \$600,000.00 is in Default due to non-payment of monthly installments of \$4,781.30, including principal and interest, which became due on 9/1/2008 and on the first day of each subsequent month.

Because of this uncured breach in the terms and conditions of said Note, we do hereby declare the entire balance of indebtedness to be due and owing.

|   |                      |
|---|----------------------|
| Principal   | \$ 593,346.58        |
| Estimate Interest* from 8/21/2008 to 11/20/2008                   | \$ 10,734.31         |
| Prepayment Penalty  | \$ 23,733.86         |
| Late Charges ( subject to increase after the 10th of each month ) | \$ 2,072.00          |
| Misc Charges  | \$                   |
| Other   | \$ 6,652.59          |
| <b>TOTAL</b>  | <b>\$ 636,539.34</b> |
| * Accrued Interest / Day:   | \$ 121.25            |

Demand is hereby made upon you under terms of said Note for payment of the entire balance due. If payment of this demand is not made on or before 11/20/2008, we shall take legal and other actions deemed necessary or appropriate to protect our interest, i.e., foreclose and liquidation of collateral.

To cure this default, a payment of \$ 18,814.11 must be received on or before 11/20/2008  
**CERTIFIED FUNDS ONLY! No partial payments will be accepted.**

Please call the undersigned at (949) 860-0276 with your questions or comments.

Regards,



Peggy G. Henson

Special Assets Specialist

